Cooperation Agreement

between

*... Company*

**- hereinafter referred to as ....** -

(and*…optional additional cooperation partner, e.g. research centre*)

and

**Martin Luther University of Halle-Wittenberg**

represented by the vice-chancellor,

who is being represented by the dean of the Faculty of Medicine

Magdeburger Str. 8, 06112 Halle

Project management: ... *scientists and facility*

**- hereinafter referred to as the University of Halle -**

Short topic description: „ .... “

**Article 1 Subject Matter of the Collaboration**

The subject matter of this agreement is the collaboration as described in Schedule *1,2*.... ”the Project”).

Upon being signed, all annexes will become an integral element of this agreement.

**Article 2 Execution**

2.1 Each of the contractual partners will use its reasonable endeavours to carry out the tasks allotted to it in the Project, and will provide the human resources, materials, facilities, and equipment that are designated as its responsibility in the Project. The contractual partners will inform each other about the progress of the work and all the results arising from the subject matter of this cooperation agreement and also exchange progress reports frequently. Here they will particularly provide each other with the test and validation data required for performing the research work within the scope of this agreement. The contractual partners will also make a point of accounting for the technical and, if necessary, the software requirements of the other contractual partners for exchanging this data.

2.2 The contractual partners will assign employees qualified in the subject matter to ensure that the deadlines specified in the Project are met. Each contractual partner will obtain all regulatory and ethical licences, consents and approvals necessary to allow that contractual partner to carry out the tasks allotted to that contractual partner in the Project. Each contractual partner will ensure that its employees and students involved in the Project observe the conditions attaching to any such regulatory and ethical licences, consents and approvals. Each contractual partner will nominate a contact responsible for the work and inform the other contractual partner accordingly (address, phone number, facsimile, E-Mail, etc.).

2.3 None of the contractual partners may represent the other or all contractual partners jointly.

* 1. When an employee works in the premises of one of the other contractual partners, he will be subject to the local rules and statutory safety regulations applying there. Insofar as this is required for carrying out the work, the contractual partner will oblige his employees to follow the technical instructions of the person responsible there.

**Article 3 Other Collaboration**

This agreement does not exclude a collaboration of either of the contractual partners with third parties outside of the contractual subject matter or relating to the subject matter of this agreement.

**Article 4 Term**

This Project will be carried out during the period from .... to .... (“Project Term”). If necessary, intermediate deadlines must be arranged separately. This agreement will apply to any work carried out on the Project before the date of this agreement. As soon as it can be established that the Project cannot be completed during the Project Term, or any deadline within the Project cannot be met, the partners will discuss the matter with a view to reaching an understanding about a reasonable extension of the deadline. If no agreement is reached regarding extension of the Project Term, this agreement will terminate at the end of the Project Term.

**Article 5 Compensation/Costs**

With regard to the funding of the research and development project specified in Article 1, the collaborating partners will receive a contribution according to the requested and approved subsidy rate. This agreement is being concluded under the provision that the subsidies will be granted. Each contractual partner will carry the costs of his work on the project through this contribution himself.

ODER

Each contractual partner will carry the costs of his work on the project himself.

**Article 6 Subcontracts**

Each contractual partner may sub-contract all or part of the tasks allocated to it under the Project to third parties provided that the contractual partner enters into a written contract with the sub-contractor under which the sub-contractor is obliged to perform the Project in accordance with the provisions of this agreement including (without limitation) provisions relating to ownership of the Results and Project Intellectual Property Rights and confidentiality; and the contractual partner remains fully liable to the other contractual partner for the performance of the Project in accordance with this agreement. The subcontracting partner shall also ensure that the subcontractor treats the information entrusted to him confidentially in accordance with the duties of the contractual partners. The subcontracting partner is furthermore responsible for the funding of the subcontract.

**Article 7 Confidentiality/Secrecy**

7.1 Each contractual partner will treat all information of a confidential or proprietary nature provided to it by the other in connection with this agreement including business and operating secrets confidentially. They shall also treat all provided documents and data carriers with care. Until such confidential information of the other partner has been returned to the other partner, the receiving partner must keep that information confidential, only used it for the purpose of the Project, and not be disclose it to any third parties. Each contractual partner will only disclose the confidential information of the other contractual partner to those of its directors, officers, employees, contractors or students who have a need to know it for the purpose of the Project, and in the case of Results and Project Intellectual Property (as each are defined below) to which these obligations apply, for internal, non-commercial, research and teaching purposes.

7.2 The contractual partners will observe strict secrecy in accordance with this agreement with regard to all Results and Project Intellectual Property (as defined below) that are jointly-owned. This also applies to their employees and contractors. After the project has been completed each contractual partner may use his solely owned information at his discretion.

7.3 The duty to treat confidential information according to Point 7.1 shall lapse insofar as this information

- was verifiably previously known to the contractual partner being informed before it was passed on to him by the disclosing contractual partner or

- this information was previously known or already widely available to the public before receipt from the other contractual partner or

- became known or was made widely available to the public after being passed to the receiving contractual partner by the disclosing contractual partner without the assistance or the fault of the receiving contractual partner or

- this information essentially corresponds with information which was either disclosed to or made available to the receiving contractual partner by a third party that was not under obligations of confidentiality to the disclosing contractual partner, at any point in time before this agreement took effect.

7.4 Neither contractual partner will be in breach of its obligations of confidence and non-use to the extent that it is required to disclose any confidential information of the other under any law or by or to a court or other public or regulatory body that has jurisdiction over it.

**Article 8 Publications**

8.1 All publications relating to the Results and Project Intellectual Property (as defined below) will be jointly issued. *....Name of the contractual partner* acknowledges the University of Halle’s principal obligation to publish the results of its own research and development. (ODER: Each contractual partner recognises that the principal obligation of the other contractual partner is to publish the results of its own research and development.)

8.2 If a contractual partner wishes to publish any Results or Project Intellectual Property or to otherwise refer to the Results or Project Intellectual Property in any publication, it will supply a copy of the proposed publication to the other contractual partner in draft form at least thirty (30) days before submission of the publication. The other contractual partner may, within 25 days after receipt of the draft publication, approve the publication or may, by giving written notice to publishing partner (a “**Notice**”) require the publishing partner to: (i) delay submission of the publication for up to a maximum of 3 months if, in the other contractual partner’s reasonable opinion, that delay is necessary in order to seek protection for the Results or Project Intellectual Property or confidential information of the other contractual partner; and/or (ii) adapt the publication so as not to disclose any confidential information of the contractual partner. If no Notice is received within the 25 day period, the publishing partner may proceed with the publication.

**Article 9 Knowledge, Experience, Work Results, Rights to the Results**

9.1 This Agreement does not affect the ownership of any patents, rights to inventions, copyright and related rights, rights in designs, rights in computer software, database right, moral rights, rights in know-how, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world (“**Intellectual Property**”) owned or controlled by a contractual partner prior to the date of this agreement or generated or acquired by a contractual partner other than in the course of the Project (“**Background Intellectual Property**”). The Background Intellectual Property of a contractual partner is its confidential information. Neither contractual partner grants to the other any right nor licence under any Intellectual Property except as expressly granted in this agreement. Each contractual partner grants to the other a royalty-free, non-exclusive, non-transferable licence under its Background Intellectual Property for the purpose of carrying out the Project, but for no other purpose. Neither contractual partner may grant any sub-licence to use the other's Background Intellectual Property.

9.2 With regard to the subject matter of this contract, the contractual partners will always inform the other partners about the achieved results and the progress of their work under the Project and also exchange reports on intermediate and final findings.

9.3 For the Project Term, the contractual partners grant each other a royalty-free non-exclusive non-transferable right to use all information, knowledge, materials and work results arising in the course of the Project (“**the Results**”) and all Intellectual Property rights therein (“**Project Intellectual Property**”) for the purpose of carrying out the Project, and, both during and after the Project Term, for internal non-commercial research and teaching purposes, but for no other purpose.

* 1. The contractual partners will immediately inform each other about any inventions. The contractual partners are entitled to make unlimited use of inventions arising in the course of the Project and solely owned by that contractual partner in accordance with this agreement. The contractual partner will ensure that all personnel working on the Project assign all Results and Project Intellectual Property to the relevant contractual partner in order to be able to give effect to the provisions of this clause 9. Before a partner’s disposal of such intellectual property right, he will offer this to the other contractual partners in due time. With regard to the assignment of intellectual property rights and/or licensing rights during the Project Term, each partner will ensure that such assignment does not infringe the contractual partner’s rights.
	2. Individual arrangements will be made for joint inventions, i.e. for inventions made jointly by employees of several contractual partners where an individual involvement in the invention cannot be legally protected separately from that of other partners.
	3. After the project has been completed the contractual partners will grant each other a non-exclusive right of use at reasonable conditions to use the knowledge, intellectual property rights and copyrights associated with the project.

# Article 10 Non-Competition Clause

During the Project Term, the contractual partners will refrain from working together with any third parties in research and development in the field of the Project described in Art. 1.

**Article 11 No-Contest Clause**

During the Project Term, the contractual partners will refrain from contesting either themselves or assisting third parties in contesting any intellectual property rights which arise within the scope of this project and which have been registered by the contractual partners.

**Article 12 Warranties/Liability**

12.1 The contractual partners will ensure the use of academic diligence and that the recognised rules of technology shall be observed. They are not responsible for the correctness or for the suitability for a specific purpose of the research and development results established during the course of this agreement.

12.2 The liability of each contractual partner to the other for any wilful or negligent breach of this agreement will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the contractual partner bringing the claim has advised the other of the possibility of those losses, or if they were within the other contractual partner's contemplation.

12.3 Nothing in this agreement limits or excludes either contractual partner's liability for death or personal injury, any fraud, or for any sort of liability that, by law, cannot be limited or excluded.

**Article 13 Notice of Termination and Withdrawal of a Partner**

* 1. This agreement will expire at the end of the Project Term unless terminated earlier in accordance with this clause.
	2. Each contractual partner can terminate his participation in the project with a notice period of three months if a continuation of his work should become unreasonable. The termination shall become effective after expiration of the 3 month notice period.

*If more than two contractual partners are involved:*

13.2 In the event that a contractual partner should withdraw from the project according to Point 13.1

- his rights shall be limited to the results which he has been informed of up to the point in time when he terminated his participation in the project; he may not pass on these results;

- the rights of the other contractual partners arising through the rights of use granted in this agreement shall remain unaffected;

- insofar as a continuation of the project appears to be meaningful, the unfulfilled tasks of the withdrawing contractual partner can be taken over by a new contractual partner in agreement with the remaining contractual partners.

13.3 The replacement of the withdrawing contractual partner by another contractual partner must be approved in writing by all other contractual partners. Here it must be established that the newly admitted contractual partner can only join the project under the terms of this cooperation agreement. His share in the work must also be established.

The obligations of the other contractual partners towards the withdrawing contractual partner only apply to work results achieved before the termination of his participation in the project was received and for industrial property rights registered before the termination of his participation in the project was received. The obligations of the withdrawing partner for all results and industrial property rights which he receives through the work within the scope of this project which he has accepted and begun according to the provisions of this agreement shall remain valid after his withdrawal.

13.2 / 4 Should the contractual partners jointly establish that the goal of the research and development work cannot be achieved and that the basis for this agreement therefore no longer applies, then the contractual partners will consult with each other regarding the further procedure including the rights to the previous work results and, if necessary, conclude a separate agreement about this issue.

**Article 14 Miscellaneous**

14.1 To become effective, changes and amendments to this agreement must be designated as such. To become legally effective, they must also be made in writing. This also applies to any change to this provision requiring the written form.

14.2 Clauses 6 to 10, 13.5, and 14 will survive expiry or termination of this agreement. Termination of this agreement will not affect the rights of any contractual partner which have accrued prior to the effective date of termination.

14.3 This agreement is subject to the provision that all the contractual partners will be supported by the …. The corresponding conditions of the grant shall apply as well and in case of doubt shall have precedence over provisions of this agreement. *(s. Art. 5, Variante 1)*

14.4 Should any individual provision of this agreement be unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case the unenforceable provision shall be replaced by a legally admissible relative provision coming as close as possible to the sense and spirit and purpose of this agreement.

* 1. This agreement shall be governed by the laws of the Federal Republic of Germany.

For the contractual partner For Martin Luther University

 Halle-Wittenberg

Date ………… Datum ………………….

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*(Name and position of Signatory)* Prof. Dr. Heike Kielstein

Dean of the Faculty of Medicine

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*Project Manager Scientific Project Management*